

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZINK Imaging, Inc.		05/07/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zink Holdings LLC		
Street Address:	2 Bergen Turnpike		
City:	Ridgefield Park		
State/Country:	NEW JERSEY		
Postal Code:	07660		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85829181	APP PRINTER	
Serial Number:	85659537	APPY	
Serial Number:	85659526	HAPPY	
Serial Number:	85773512	HAPPY +	
Serial Number:	77975952		
Serial Number:	85829179	SMART APP PRINTER	
Serial Number:	77976328	SMART SHEET	
Serial Number:	78495981	ZERO INK	
Serial Number:	77976193	ZERO INK. ZERO BOUNDARIES.	
Serial Number:	77977224	ZINK	
Serial Number:	77975953	ZINK ZERO INK	
Serial Number:	78500666	ZINK. ZERO INK.	
Serial Number:	77977210	ZINK. ZERO INK.	
Serial Number:	77183600	ZZZ ZINK ZERO INK	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.269.8000		

CH \$365.00 85829181

Email:	temanuelson@ngelaw.com
Correspondent Name:	Lee J. Eulgen
Address Line 1:	2 North LaSalle Street, Suite 1700
Address Line 2:	Neal, Gerber & Eisenberg, LLP
Address Line 4:	Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	18832-0701
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NAME OF SUBMITTER:	Lee J. Eulgen
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SIGNATURE:	/Lee Eulgen/
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DATE SIGNED:	06/29/2015
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Total Attachments: 4

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BILL OF SALE

This Bill of Sale is entered into as of May 7, 2015, by and between Zink Holdings LLC, a New Jersey limited liability company, with its headquarters address at 2 Bergen Turnpike, Ridgefield Park, NJ 07660 ("Seller") and Zink Holdings LLC, a New Jersey limited liability company, with its headquarters address at 2 Bergen Turnpike, Ridgefield Park, NJ 07660 ("Buyer").

RECITALS

A. Seller has foreclosed by public foreclosure on its Security Interest in certain assets of Zink Imaging, Inc. ("Debtor"), consisting of the assets previously owned by Debtor (the "Assets") and more fully described on Exhibit A, which is attached hereto and incorporated by reference.

B. Buyer, as the high bidder at the foreclosure sale, wishes to purchase all of Seller's right, title, and interest in and to the Assets and Seller wishes to sell the Assets pursuant to the terms of this Bill of Sale.

AGREEMENT

Therefore, in consideration of the foregoing and the conditions set forth herein below, Buyer and Seller agree as follows:

1. The foregoing definitions and recitals are incorporated by reference into this paragraph.

2. Subject to the execution of this Bill of Sale and receipt of the Purchase Price by Seller from Buyer, as defined in Paragraph 3, Seller hereby sells, assigns and transfers to Buyer all of Seller's right, title and interest in and to the Assets.

3. [REDACTED]

4. THIS SALE IS MADE "AS IS," "WHERE IS," "IF IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND BY SELLER TO BUYER. SELLER MAKES, AND HAS MADE, NO WARRANTIES, EXPRESS OR IMPLIED, TO BUYER AND BUYER HEREBY EXPRESSLY WAIVES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, IF ANY, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING UPON ANY REPRESENTATIONS OF SELLER AND THAT BUYER HAS UNDERTAKEN BUYER'S OWN DUE DILIGENCE REGARDING THE QUALITY, CONDITION AND VALUE, IF ANY, OF THE ASSETS AND THE INTEREST BEING SOLD HEREIN.

5. Buyer acknowledges that Buyer will bear all costs associated with the purchase of the Assets.

6. Buyer acknowledges that the risk of loss on the Assets has been transferred to Buyer. Buyer assumes responsibility for any personal or other injury that may be caused to Buyer, Buyer's agent or employees or others in the removal of the Assets.

7. This is an integrated Bill of Sale. It supersedes all prior representations and agreements regarding the subject matter hereof, if any, between the parties to this Bill of Sale. This Bill of Sale when executed contains the entire and only understanding between the parties regarding the subject matter hereof, and may not be altered, amended or extinguished, except by a writing that expressly refers to this Bill of Sale and signed by the parties subsequent to the execution of this Bill of Sale.

The parties hereto have read the foregoing Bill of Sale and understand and agree to the terms thereof as of the date first set forth above.

Buyer: Zink Holdings LLC

By: 

Its: EXEC. V.P. AND MEMBER

Seller: Zink Holdings LLC

By: 

Its: EXEC. V.P. AND MEMBER

EXHIBIT A

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all computer programs embedded in goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Minnesota from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;

(b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and recordkeeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired; together with all parts, equipment and attachments relating to any of the foregoing;

(c) Accounts, Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises; out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including without limitation all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term maybe defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including without limitation promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited, or held therein, including without limitation any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security, entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term maybe defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including without limitation applications for patents, patents, copyrights,

trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and

(h) Documents, Embedded Software, Etc: All of Debtor's rights in promissory notes, documents, embedded software, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired;

together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, repairs and embedded software, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.